

PERFORMANCE BOND (See instructions on reverse)	DATE BOND EXECUTED (Must be same or later than date of contract)	OMB No.: 9000-0045 Expires: 11/30/2012
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Public reporting burden for this collection of information is estimated to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405

PRINCIPAL (Legal name and business address)	TYPE OF ORGANIZATION ("X" one) <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> CORPORATION STATE OF INCORPORATION												
SURETY(IES) (Name(s) and business address(es))	<table border="1"> <tr> <th colspan="4">PENAL SUM OF BOND</th> </tr> <tr> <td>MILLION(S)</td> <td>THOUSANDS</td> <td>HUNDRED(S)</td> <td>CENTS</td> </tr> <tr> <td colspan="2">CONTRACT DATE</td> <td colspan="2">CONTRACT NO.</td> </tr> </table>	PENAL SUM OF BOND				MILLION(S)	THOUSANDS	HUNDRED(S)	CENTS	CONTRACT DATE		CONTRACT NO.	
PENAL SUM OF BOND													
MILLION(S)	THOUSANDS	HUNDRED(S)	CENTS										
CONTRACT DATE		CONTRACT NO.											

OBLIGATION

We, the Principal and Surety (ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS

The Principal has entered into the contract identified above.

THEREFORE

The above obligation is void if the Principal-

(a)(1) Performs and fulfills all the undertaking, covenants, terms, conditions, and agreements of the contract during the original term of the contract and any extensions thereof that are granted by the Government, with or without notice of the Surety(ies) and during the life of any guaranty required under the contract, and (2) performs and fulfills all the undertakings, covenants, terms conditions, and agreements of any and all duly authorized modifications of the contract that hereafter are made. Notice of those modifications to the Surety(ies) are waived.

(b) Pays to the Government the full amount of the taxes imposed by the Government, if the said contracts is subject to the Miller Act, (40 U.S.C. 270a-270e), which are collected, deducted, or withheld from wages paid by the Principal in carrying out the construction contract with respect to which this bond is furnished.

WITNESS

The Principal and Surety(ies) executed this performance bond and affixed their seals on the above date.

PRINCIPAL

SIGNATURE(S)	1. (Seal)	2. (Seal)	3. (Seal)	Corporate Seal
NAME(S) & TITLE(S) (Typed)	1.	2.	3.	

INDIVIDUAL SURETY(IES)


SIGNATURE(S)	1. (Seal)	2. (Seal)
NAME(S) (Typed)	1.	2.

CORPORATE SURETY(IES)

SURETY A	NAME & ADDRESS	STATE OF INC.	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.	
	NAME(S) & TITLE(S) (Typed)	1.	2.	

CORPORATE SURETY(IES) (Continued)

SURETY B	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY C	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY D	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY E	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY F	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY G	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		

BOND PREMIUM 	RATE PER THOUSAND (\$)	TOTAL (\$)
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INSTRUCTIONS

1. This form is authorized for use in connection with Government contracts. Any deviation from this form will require the written approval of the Administrator of General Services.

2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., and attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.

3. (a) Corporations executing the bond as sureties must appear on the department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE

SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.

(b) Where individual sureties are involved, a completed Affidavit of Individual Surety (standard Form 28) for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning their financial capability.

4. Corporation executing the bond shall affix their corporate seals. Individual shall execute the bond opposite the word "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.

5. Type the name and title of each person signing this bond in the space provided.

PAYMENT BOND
(See instructions on reverse)

DATE BOND EXECUTED (Must be same or later than date of contract)

OMB No.: 9000-0045
Expires: 11/30/2012

Public reporting burden for this collection of information is estimate to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405.

PRINCIPAL (Legal name and business address)	TYPE OF ORGANIZATION ("X" one)			
	<input type="checkbox"/> INDIVIDUAL	<input type="checkbox"/> PARTNERSHIP	<input type="checkbox"/> JOINT VENTURE	<input type="checkbox"/> CORPORATION
SURETY(IES) (Name(s) and business address(es))	STATE OF INCORPORATION			
	PENAL SUM OF BOND			
	MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS
	CONTRACT DATE		CONTRACT NO.	

OBLIGATION:

We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. for payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:

The above obligation is void if the Principal promptly makes payment to all persons having a direct relationship with the Principal or a subcontractor of the Principal for furnishing labor, material or both in the prosecution of the work provided for in the contract identified above, and any authorized modifications of the contract that subsequently are made. Notice of those modifications to the Surety(ies) are waived.

WITNESS:

The Principal and Surety(ies) executed this payment bond and affixed their seals on the above date.

PRINCIPAL				
SIGNATURE(S)	1.	2.	3.	Corporate Seal
	(Seal)	(Seal)	(Seal)	
NAME(S) & TITLE(S) (Typed)	1.	2.	3.	
INDIVIDUAL SURETY(IES)				
SIGNATURE(S)	1.	2.		(Seal)
	(Seal)			
NAME(S) (Typed)	1.	2.		
CORPORATE SURETY(IES)				
SURETY A	NAME & ADDRESS	STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.	
	NAME(S) & TITLE(S) (Typed)	1.	2.	

CORPORATE SURETY(IES) (Continued)

SURETY B	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY C	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY D	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY E	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY F	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY G	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		

INSTRUCTIONS

1. This form, for the protection of persons supplying labor and material, is used when a payment bond is required under the Act of August 24, 1935, 49 Stat. 793 (40 U.S.C. 270a-270e). Any deviation from this form will require the written approval of the Administrator of General Services.

2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.

3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)."

In the space designated "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.

(b) Where individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning their financial capability.

4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.

5. Type the name and title of each person signing this bond in the space provided.

General Decision Number: TX100010 12/16/2011 TX10

Superseded General Decision Number: TX20080010

State: Texas

Construction Type: Building

Counties: Chambers, Galveston, Liberty and Waller Counties in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes & apartments up to & including 4 stories).

Modification Number	Publication Date
0	03/12/2010
1	04/02/2010
2	06/04/2010
3	06/11/2010
4	07/02/2010
5	08/13/2010
6	09/03/2010
7	10/22/2010
8	10/29/2010
9	01/07/2011
10	04/01/2011
11	08/26/2011
12	09/16/2011
13	11/04/2011
14	12/16/2011

ASBE0022-002 02/02/2011

	Rates	Fringes
ASBESTOS WORKER/INSULATOR (Including application of all insulating materials, protective coverings, coatings and finishing to all type of mechanical systems).....	\$ 20.27	8.92

* BOIL0074-002 08/08/2011		

	Rates	Fringes
BOILERMAKER.....	\$ 23.63	18.46

CARP0551-004 04/01/2008		

CHAMBERS, GALVESTON & WALLER COUNTIES

	Rates	Fringes
CARPENTER (Including Acoustical Ceiling Work).....	\$ 21.00	6.43

CARP0551-005 04/01/2008

LIBERTY COUNTY

	Rates	Fringes
CARPENTER (Acoustical Ceiling Work Only).....	\$ 21.00	6.43

ELEC0479-004 08/31/2010

	Rates	Fringes
Electricians (Including Pulling Wire, and Low Voltage Wiring and Installation of Fire Alarms, Security Systems, Telephones, and Computers) CHAMBERS (that part east of the Trinity River) AND LIBERTY (that part east of the Trinity River) COUNTIES.	\$ 25.65	11.07

ELEC0527-001 05/01/2011

	Rates	Fringes
ELECTRICIAN (Including Pulling Wire, and Low Voltage Wire and Installation of Fire Alarms, Security Systems, Telephones, and Computers).....	\$ 25.25	9.22
GALVESTON COUNTY.....	\$ 25.50	8.73

* ELEC0716-003 08/29/2011

	Rates	Fringes
Electrician (Including Pulling Wire, and Low Voltage Wiring and Installation of Fire Alarms, Security Systems, Telephones, and Computers) *LIBERTY AND WALLER COUNTIES (* That portion north and west of a line		

beginning at the
 Chamnbers-Harris county
 line and Interstate Route
 10; west on Route 10 to
 the Jacinto River to
 State Highway 134;
 southwest and south on
 State Highway 134 to
 State Highway 225; east
 on state Highway 225 to
 Underwood Road; south on
 Underwood Road to Spencer
 Highway to Willow Springs
 Bayou' south on Willow
 Springs and Middle Bayou
 to Clear Lake and the
 Harris-Galveston county
 line.).....\$ 27.65 7.70
 (* That portion north
 and west of a line
 beginning at the
 Chamnbers-Harris county
 line and Interstate Route
 10; west on Route 10 to
 the San Jacinto River;
 south on the San Jacinto
 River to State Highway
 134; southwest and south
 on State Highway 134 to
 State Highway 225; east
 on state Highway 225 to
 Underwood Road; south on
 Underwood Road to Spencer
 Highway to Willow Springs
 Bayou' south on Willow
 Springs and Middle Bayou
 to Clear Lake and the
 Harris-Galveston county
 line.).....\$ 26.65 7.67

 ELEV0031-001 01/01/2011

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 36.205	21.985

FOOTNOTES: a.- Employer contributes 8% of basic hourly rate
 for over 5 years' service and 6% of basic hourly rate for 6
 months to 5 years' service as Vacation Pay Credit. Paid
 Holidays: New Year's Day; Memorial Day; Independence Day;
 Labor Day; Thanksgiving Day; Friday after Thanksgiving Day;
 Christmas Day; and Veterans Day.

 IRON0135-001 09/01/2008

	Rates	Fringes
IRONWORKER, STRUCTURAL (GALVESTON COUNTY)	\$ 26.65	5.50

PLAS0079-002 07/01/2004

	Rates	Fringes
PLASTERER CHAMBERS, LIBERTY & WALLER COUNTIES	\$ 19.42	1.00

PLAS0681-002 04/01/2005

	Rates	Fringes
PLASTERER Galveston County	\$ 20.15	3.20

PLUM0068-005 10/01/2010

	Rates	Fringes
Plumbers (Excluding HVAC Pipe) ...	\$ 28.79	9.40

PLUM0211-005 10/01/2011

	Rates	Fringes
Pipefitters (Excluding HVAC Pipe) Galveston and Waller Counties	\$ 28.88	9.91

PLUM0211-006 10/01/2011

	Rates	Fringes
Pipefitter including HVAC pipe Chambers & Liberty Counties	\$ 28.88	9.91

SFTX0669-001 04/01/2011

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers)	\$ 25.40	16.00

SHEE0054-010 07/01/2011

	Rates	Fringes
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Sheet Metal (including HVAC Duct, System Installation).....	\$ 25.37	7.99
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SUTX2005-011 04/28/2005

	Rates	Fringes
Asbestos Abatement Worker (Ceilings, Floors, & Walls).....	\$ 14.00	0.00
BRICKLAYER.....	\$ 18.00	0.00
Carpenter (excluding Acoustical Ceiling Work) LIBERTY COUNTY.....	\$ 13.52	3.18
CEMENT MASON/CONCRETE FINISHER...	\$ 12.76	0.00
DRYWALL FINISHER/TAPER.....	\$ 12.21	0.92
Drywall Hanger (Including Metal Stud Install).....	\$ 12.49	1.38
Formbuilder/Formsetter CHAMBERS, LIBERTY & WALLER COUNTIES.....	\$ 11.66	0.00
GALVESTON COUNTY.....	\$ 11.61	0.00
GLAZIER CHAMBERS, LIBERTY, & WALLER COUNTIES.....	\$ 14.55	2.46
GALVESTON COUNTY.....	\$ 14.00	1.60
INSULATOR -BATT AND FOAM.....	\$ 11.00	0.00
IRONWORKER, REINFORCING.....	\$ 12.02	0.00
IRONWORKER, STRUCTURAL CHAMBERS, LIBERTY, & WALLER COUNTIES.....	\$ 16.15	0.00
Laborers: COMMON, CHAMBERS COUNTY.....	\$ 9.31	0.00
COMMON, GALVESTON COUNTY.....	\$ 10.46	0.00
COMMON, LIBERTY COUNTY.....	\$ 8.53	0.00
COMMON, WALLER COUNTY.....	\$ 8.74	0.00
MASON TENDER (BRICK).....	\$ 10.27	0.00
MASON TENDER (CEMENT).....	\$ 9.88	0.00
PIPELAYER.....	\$ 12.34	0.00
PLASTERER TENDER.....	\$ 12.90	2.51
LATHER.....	\$ 16.90	3.61
Painter - Brush, Roller &		

Spray.....	\$ 11.14	0.00
Pipefitter (HVAC Pipe Only)		
GALVESTON COUNTY.....	\$ 19.28	3.71
WALLER COUNTIES.....	\$ 15.00	3.53
POWER EQUIPMENT OPERATOR:		
Asphalt Paver.....	\$ 13.50	0.25
Backhoe.....	\$ 12.50	0.00
Crane.....	\$ 18.53	3.24
Forklift.....	\$ 14.53	0.00
Slab & Wall Saw.....	\$ 15.54	3.83
ROOFER.....	\$ 11.38	0.00
TILE FINISHER.....	\$ 11.86	0.53
TILE SETTER.....	\$ 15.71	1.01
TRUCK DRIVER.....	\$ 10.75	1.47

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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Unlisted classifications needed for work not included within
the scope of the classifications listed may be added after
award only as provided in the labor standards contract clauses
(29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates
listed under the identifier do not reflect collectively
bargained wage and fringe benefit rates. Other designations
indicate unions whose rates have been determined to be
prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can
be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on
a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests
for summaries of surveys, should be with the Wage and Hour

Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

**DEPARTMENT OF TRANSPORTATION
CONTRACTOR'S RELEASE**

CONTRACTOR (Name and Address)

**ENTER SUM OF TOTAL OF AMOUNTS PAID
AND PAYABLE**

CONTRACT NO.

\$

Pursuant to the terms of the above numbered contract and in consideration of the sum stated above, which has been paid or is to be paid to the Contractor, or its assignees, the Contractor, upon payment of the said sum by the UNITED STATES OF AMERICA (hereinafter called the Government), does remise, release, and discharge the Government, its officers, agents, and employees, of and from all liabilities, obligations, claims, and demands whatsoever under or arising from the said contract, except:

1. Specified claims in stated amounts or in estimated amounts where the amounts are not susceptible of exact statement by the Contractor, as follows: (or state "None")

2. Claims, together with reasonable expenses incidental thereto, based upon the liabilities of the Contractor to third parties arising out of the performance of this contract, which are not known to the Contractor on the date of the execution of this release and of which the Contractor gives notice in writing to the Contracting Officer within the period specified in the said contract; and

3. Claims for reimbursement of costs (other than expenses of the Contractor by reason of his indemnification of the Government against patent liability) including reasonable expenses incidental thereto, incurred by the Contractor under any provisions of the said contract relating to patents.

The Contractor agrees, in connection with patent matters and with claims which are not released as set forth above, that it will comply with all provisions of the said contract, provisions of the said contract, including without limitation those provisions relating to notification to the Contracting Officer and relating to the defense or prosecution of litigation.

IN WITNESSES WHEREOF, this release has been executed this _____ day of _____, 19 ____.

WITNESSES

(Contractor)

BY

TITLE

NOTE: In the case of a corporation, witnesses are not required but the below statement must be completed.

I, _____, am the _____ secretary of the corporation named as Contractor in the foregoing release; that _____ who signed said release on behalf of the Contractor was then _____ of said corporation; release was duly signed for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

Signature